

L I C E N S E A G R E E M E N T

License Agreement made this day of January, 1976, by and between JORDAN MARSH COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and having a usual place of business in Boston, hereinafter referred to as "Licensor" and the BOSTON REDEVELOPMENT AUTHORITY, a separate body, politic and corporate, duly organized and existing under the provisions of M.G.L., C. 121B, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, with the assistance of federal, state and city governments, the Licensee is carrying out the Bedford West Urban Renewal Project pursuant to the Bedford West Urban Renewal Plan as approved by the Licensee on February 8, 1973, by the Boston City Council on April 23, 1973, by the Mayor of the City of Boston on April 30, 1973, by the Massachusetts Department of Community Affairs on May 23, 1974; and

WHEREAS, the Licensee is the owner in fee of the parcel of land bounded by Washington Street, Bedford Street, Harrison Avenue Extension and Norfolk Place, which parcel is hereinafter referred to as the "Bedford West Parcel"; and

WHEREAS, the Licensor is the lessee of a parcel of land bounded by Harrison Avenue Extension, Bedford Street, Chauncy Street, and Exeter Place and consisting of approximately 28,519 square feet, which parcel is hereinafter referred to as the "Bristol Parcel"; and

WHEREAS, both the Bedford West Parcel and the Bristol Parcel are subject to acquisition by Sefrius Corporation, a corporation duly organized and existing under the laws of the state of Delaware, which corporation is hereinafter referred to as "Sefrius"; and

WHEREAS, the Bedford West Parcel is to be acquired by Sefrius pursuant to the terms of a tripartite agreement existing by and among Sefrius, the City of Boston and the Licensee, which agreement is dated April 17, 1975 and which agreement provides, inter alia, that the acquisition of the Bedford West

Parcel need not occur within the next twelve (12) months, and the Bristol Parcel is to be acquired by Sefrius pursuant to the terms of a Sale and Construction agreement, dated as of April 15, 1975, between Alstores Realty Corporation and Sefrius; and

WHEREAS, each of said parcels are presently vacant and, therefore, are not being devoted to their highest and best use; and

WHEREAS, said parcels are adjacent to each other and both are located in the downtown retail area of the City of Boston; and

WHEREAS, it is in the public interest to make each parcel available on a temporary or interim basis for off-street surface parking purposes; and

WHEREAS, each of the parties hereto desire to make said parcels available for said purposes; and

WHEREAS, the Licensor and the Licensee are executing and delivering this agreement in reliance upon the performance of their respective obligations as hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual premises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties covenant and agree as follows:

1. LICENSOR hereby grants to LICENSEE the right and privilege, for the term hereinafter specified, of conducting and operating a ground level commercial parking lot on the aforesaid Bristol Parcel. Alstores Realty Corporation of New York, New York, owner of record of the Bristol Parcel, has authorized LICENSOR to enter into this License Agreement.
2. LICENSEE shall be responsible for the preparation of the Bristol Parcel for use as a parking lot. LICENSOR shall pay to LICENSEE, as its proportionate share of preparation expenses, for said parking lot,

the sum of \$17,812. LICENSEE shall secure all permits necessary for the operation of said commercial parking lot. LICENSEE shall comply with applicable laws and regulations relating to the aforesaid preparation of the Bristol Parcel.

3. LICENSEE shall at all times maintain the said parcel (including, without limitation, adjacent sidewalks) at its expense in good repair and condition and in clean appearance. LICENSEE shall further be vigilant to insure that any condition of the parcel which may create a danger to the safety of persons driving or walking thereon will be corrected expeditiously. LICENSEE shall be responsible for snow-removal from the parcel, including the sidewalks adjacent thereto. LICENSEE shall comply with all applicable laws and regulations relating to the operation of a parking lot.
4. Any and all fees and assessments accruing during the period of this agreement, including, but not limited to, license fees, municipal charges and sales or use taxes, but excluding real estate taxes, by any duly constituted local, city, county, state, federal or other governmental authority shall be borne and paid for by LICENSEE.
5. LICENSEE shall at all times save harmless, defend and indemnify LICENSOR and Alstores Realty Corporation, owner of record of the subject property, against all actions, claims, demands, liabilities and damages which may in any manner be imposed upon or incurred by LICENSOR or Alstores Realty Corporation as a consequence of, or arising out of, any act, default or omission on the part of LICENSEE or any of its employees, agents or contractors, all in connection with the preparation and operation of the parking lot.

It is understood and agreed that LICENSEE assumes all responsibility for accidents arising out of the preparation and conduct of the parking lot; and LICENSEE agrees to indemnify and save harmless the LICENSOR and Alstore Realty Corporation from all actions, claims, demands, liabilities and damages to any and all persons whomsoever, whether for personal injuries, property damage or otherwise, arising out of the preparation and operation of the parking lot. LICENSEE further agrees to indemnify and save harmless the LICENSOR and Alstores

Realty Corporation for any and all costs, expense, damages and judgements incurred by or imposed upon the LICENSOR or Alstores Realty Corporation by reason of the personal injury to any employees agents or contractors of LICENSEE resulting from accident or accidents occurring in or about the licensed property during the term of this license. This indemnity shall survive the termination of this license. LICENSEE will secure liability insurance coverage, at its sole cost, naming LICENSOR and Alstores Realty Corporation as co-insureds, in amount not less than \$5,000,000 B.I. and \$1,000,000 P.D.

6. It is understood and agreed that nothing herein contained shall be considered as in any way constituting a partnership, principal and agent, or landlord and tenant relationship between LICENSOR and LICENSEE.
7. This License Agreement shall commence upon its execution by both parties and shall continue thereafter for an indefinite period until terminated by either party upon twenty-four (24) hours prior written notice to the other party, such notice to be delivered by hand to the other party at its usual business address. Upon expiration of said twenty-four (24) hours, this Agreement shall terminate and all equipment used by LICENSEE, its agents or contractors in connection with the operation of the parking lot shall be forthwith removed at no cost to LICENSOR.
8. LICENSEE agrees to pay to LICENSOR for the use of said property as a parking lot a rental fee of forty percent (40%) of the net income from both the said parking lot and the parking lot to be constructed on the parcel of land adjacent thereto by LICENSEE. Net income is defined as gross income less operating expenses of both parking lots. Operating expenses are defined as those expenses set forth in paragraph 3, fees and assessments set forth in paragraph 4, the premiums for the insurance coverage set forth in paragraph 5, payroll costs, utilities, snow removal and such other expenses as shall be mutually agreed upon. Operating expenses shall also include expenses incurred by LICENSEE in the event that a firm retained by LICENSEE to operate the parking

lots fails to meet its obligations in such operation. LICENSEE shall, upon LICENSOR'S request, provide to LICENSOR a detailed statement of expenses incurred in the operation of the parking lot.

IN WITNESS WHEREOF, LICENSOR and LICENSEE have caused this instrument to be duly executed the day and year first above written.

JORDAN MARSH COMPANY
(LICENSOR)

ATTEST:

Robert E. Gallagher

BY

Robert E. Gallagher
(TITLE)

Assistant to the President

BOSTON REDEVELOPMENT AUTHORITY
(LICENSEE)

ATTEST: _____

BY _____

(TITLE)

February 12, 1976

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT T. KENNEY, DIRECTOR

SUBJECT: Surface Parking Facility
Washington Street

A License Agreement has been proposed by and between the Authority and Jordan Marsh Company with respect to the operation by the Authority of a surface parking lot for commercial purposes on the Bedford West Urban Renewal Parcel and on the so-called Bristol Parcel, which latter parcel is controlled by Jordan Marsh. The basic elements of the agreement are the operation by the Authority of the parking facility, the payment of forty (40%) per cent of net proceeds to Jordan Marsh and the retention by the Authority of sixty (60%) per cent of net proceeds, and the payment to the Authority by Jordan Marsh of its proportionate share of the cost of preparing the parcels for parking. Although it is anticipated that the lots will be operative for at least one (1) year, the agreement may be terminated by either party so as to ensure that the use is temporary and will not interfere with the progress of the Lafayette Place Project.

It is recommended that the Director be authorized to execute the proposed license agreement, which agreement has been reviewed and approved by the Office of the Chief General Counsel. An appropriate vote follows:

VOTED: That the Director be and is hereby authorized to execute a License Agreement by and between the Authority and Jordan Marsh Company concerning the operation by the Authority of a surface parking facility on the Bedford West and Bristol Parcel. Said agreement is to be substantially in the form of the agreement attached hereto.

Attachment